



P A T E N T A S S I G N M E N T

This assignment is made on the date shown below by TRISTAR PRODUCTS, INC., having a place of business in Reading, Pennsylvania ("Assignor"), to AB COASTER HOLDINGS, INC., having a place of business in Wilmington, Delaware ("Assignee").

WHEREAS, Assignor is the owner by assignment of new and useful inventions as well as new, original, and ornamental designs entitled the Ab Coaster, also known as the ABDOMINAL EXERCISE DEVICE (collectively, "Inventions"), of which the following patent applications have been filed with the United States Patent and Trademark Office:

U.S. Patent Application Serial No. 11/030,420, filed January 5, 2005;

U.S. Patent Application Serial No. 11/607,745, filed November 30, 2006;

Patent Cooperation Treaty International Application No. US2007/004173, filed February 15, 2007; and

U.S. Design Patent Application Serial No. 29/288,044, filed May 29, 2007,

(collectively, "Patent Applications"), and further identified by Cislo & Thomas' Docket Nos. 06-17619; 06-17617; 06-17618; and 07-19184, respectively.

WHEREAS, AB COASTER HOLDINGS, INC., a Delaware corporation with offices in Wilmington, Delaware ("Assignee") desires to acquire by formal, recordable assignment the entire right, title, and interest in and to said Invention and the Patent Applications in the United States and throughout the world.

EXHIBIT 3

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its entire right, title, and interest in and to said Invention and the Patent Applications in the United States and throughout the world, including the exclusive right to file any provisional, non-provisional, divisional, continuation, continuation-in-part, design, utility, reissue, foreign, or other application based on the Invention directly in the name of Assignee and to claim any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patent Applications in the United States and throughout the world for said Invention(s) and any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue, foreign, or other application that may be filed based on the Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Invention, the Patent Applications, and any patents granted for said Invention in the United States and throughout the world.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Patent granted for said

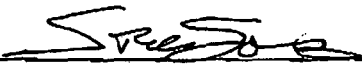
Invention(s), whether on said Patent Applications or on any subsequently filed provisional, non-provisional, divisional, continuation, continuation-in-part, reissue, or other application, to Assignee, its successors and assigns, as the assignee of its entire interest in said Invention.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written and as set forth below.

ASSIGNOR

TRISTAR PRODUCTS, INC.

Date: June 29, 2007


Signature

STEVEN SOWERS
Printed Name

VP & CFO
Title

Signed at: READING, PA
(Place: City, State)

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